



**REQUEST FOR PROPOSAL (RFP) FOR WEBSITE REDESIGN, DEVELOPMENT,  
IMPLEMENTATION OF THE WEBSITE FOR THE  
CITY OF EDINA, MINNESOTA**

RFP Circulation Date: Friday, July 15, 2016

Proposal Submission Deadline: Thursday, Sept. 1, 2016

## **I. Purpose**

The City of Edina, Minn., is issuing this Request for Proposals (“RFP”) to firms or individuals (collectively “the Respondents”) interested in providing website design services to completely overhaul the City website. The City seeks to create a dynamic website that is designed and organized in a manner that allows viewers with limited computer experience to easily find and access information; acts as a marketing tool for the City to highlight the community, its assets and attractions to potential residents and businesses; is easy to update and modify; employs responsive web design practices allowing content to be viewable on all device types, browsers, screen sizes, and implements content prioritization; and is able to incorporate additional components such as ecommerce, email subscription service, video streaming and GIS.

## **II. Background**

The City of Edina, incorporated in 1888, is a fully developed first-ring suburb of Minneapolis with a population of 50,138 (2015 U.S. Census estimate). More than 98 percent of the City is developed. Major employers include Dow Solutions, International Dairy Queen, Spartan Nash and Regis.

The City provides a full range of services, including police and fire protection; the construction and maintenance of highways, streets and other infrastructure; water and sewer services and recreational and cultural activities and events.

The City first developed a website in 1997. It was redesigned in 2001 and 2006. The current website was launched after a third redesign in June 2011. The current site and content management system, developed and maintained using a custom LAMP-based CMS, OrgCentral, and is located at [www.EdinaMN.gov](http://www.EdinaMN.gov). The system supports, among other things, general content creation and management; full microsite creation and management; event listings/calendar; event registration; dynamic form creation; content gating; an integrated CRM with account management system; a preference-based email marketing engine with live, no click syncing to MailChimp and various types of e-commerce. The CMS includes a multi-level admin permission and approval scheme.

The site is about 10GB, containing about 4,000 active pages (including inactive pages), more than 6,500 files and uses the following file types: jpg, gif, png, pdf, mov, ppt and docx.

The current site uses standard programming languages, including Linux, Apache, MySQL and PHP. The City reserves the right to approve or disapprove the development language used by the Contractor.

The City currently uses MailChimp for an email subscription service via API and Granicus for video streaming with indexing features. Blogging is part of the site, enabled by Wordpress. The City has built its own ecommerce applications, with payment processing through

Verisign/PayPal and uses Magento for store capability. NovusAgenda is used for City Council and Board & Commission agenda management. Municode is used to host and display the City Code. NeoGov is used to display job openings and accept employment applications.

SurveyMonkey surveys are sometimes embedded within the site. MaxGalaxy is used for Parks & Recreation event/class/activity and league registration and facility and field rentals. Tee It Up is used by Braemar Golf Course for online tee time reservations. The City uses LaserFiche for document storage. Google Custom Search Engine is currently used for site search, though an elastic search solution is desired for the new website so that the content of all of these third-party sites is included with a user's search results.

The City also subscribes to other services to assist in website management, including SiteImprove for website stability and quality assurance and Google Analytics for website traffic statistics. The site includes meta tags for Facebook and Google Webmaster to prove ownership.

### **III. Key Dates\***

July 15, 2016 RFP Release Date

July 29, 2016 Final Date for Clarifying Questions

Sept. 1, 2016 Proposal Due Date

September 2016 Finalist Interviews

October 2016 Selection of Proposal

May 1, 2017 Project Completion Deadline

*\*Key dates are subject to change*

#### IV. Preliminary Scope of Work

A final scope of work will be developed with the City and the respondent submitting the selected proposal (“The Contractor”) at the time of selection. The following acts only as a preliminary scope to generally communicate the City’s expectations. The City wants to completely redesign its website so that residents, businesses and visitors, both current and potential, can easily navigate and access information, communicate with the City through surveys and online comment submissions, and download any necessary City forms and files. This RFP is for web design and content management services only, and does not include hosting the site. Proposals for redesign of the website should include or account for but not be limited to the following:

- 1) Design a mobile-first, unique, attractive website to completely fulfill all City requirements either in this RFP or in discussions with the City following selection of a Contractor.
- 2) Design a self supporting, consistent, user-friendly navigation framework for the City website that is understandable to users on all levels. The site should implement web design, UI/UX best practices.
- 3) Design a unique home page for the City website that will be copyrighted by the City. Design should be simple and allow users to easily access relevant information and be easily updatable.
- 4) Design a template for all pages within the main site and templates for at least 10 sub-sites (Arneson Acres Park, Braemar Arena, Braemar Field, Braemar Golf Course, Centennial Lakes Park, Edina Art Center, Edina Aquatic Center, Edina Liquor, Edina Senior Center and Edinborough Park). All pages must be consistent in design, look professional and enhance the image of the City. Though similar in design, each of the sub-sites should be individually branded.
- 5) Contractor should maintain timely and regular communication with the City during the development process and after launch in maintenance phases.
- 6) Assist with the development of web page content so information is organized, easy to access and has a uniform, consistent format for the entire site.
- 7) Migrate content from current website to newly designed website.
- 8) Aid the City in transitioning to the new website including: staff training and the production of a guide book or instructions on changing/updating the website. The City intends to use a content management system to update the website.
- 9) The primary purpose of the website is as a communication tool between the City and outside stakeholders. **To best meet the needs of both, it is expected that the completed website include each of the following components:**
  - Integration with social media websites
  - Mobile device and browser compatibility and responsiveness for all website content and CMS

- A search function that allows the user to search the whole site or subsections within the site, including third-party sites
- A prominent “contacts” page that allows the user to search for a staff member by name or department
- A live calendar with a listing of important dates and community events, which can be divided according to department or category
- The ability to create multiple separate calendars and news pages based on category and/or department
- The ability to easily post emergency notices on the website homepage
- The ability to create different but duplicate instances of a page in multiple areas of the website navigation
- The ability to conduct online polls and surveys with responses in multiple formats including but not limited to: multiple choice, freeflowing text and “check all that apply”
- The ability to create and for users to complete various forms online, including the ability to take payment for forms, and route to appropriate staff
- The ability for users to complete ecommerce transactions
- The ability for staff to blog with option for commenting by users (can continue to use the existing WordPress-hosted blog site).
- Access to a “file browser” of uploaded files, documents and images
- Access to source code to page content and allow for embedding
- An easy-to-use way to manage public notices and press releases/news posted on the site

- 10) Any additional features the respondent feels would improve the City website or the transition process. It is expected that the Contractor work with the City to develop a site that best meets the needs of the City and that implements industry best-practices.
- 11) Explore, and implement if possible, single sign-on/integration for third part sites (i.e. MaxGalaxy, Granicus, WordPress, Neogov, MuniCode, MailChimp, Megento or other ecommerce solution, etc.).

The City expects that the Contractor and City will work together to plan and organize information on the site, which most likely will include planning sessions, regular meetings and continued communication throughout the duration of the website design project.

It is expected that much of the existing organizational structure will be maintained, though industry best-practice recommendations will be appreciated. Main links or categories will be About Edina; City Departments; City Government; News & Publications; Parks & Places; Calendar; and Permits & Applications. However, developing the organizational structure (or information architecture) is a part of the scope of work included in the RFP. It is expected that

the Contractor work closely with the City to develop a site organizational structure that best meets the City's needs.

Other features to be on the home page could include, but not be limited to:

- A robust search function
- A "How Do I?" or "I Want To ..." menu listing frequently visited items such as view my water bill, view the calendar, contact city officials, etc.
- Contacts
- "Edina Store"
- Social media "wall"
- A video slot/featured video with links to more videos.

## **V. Requirements**

### *Website Requirements*

All proposals must include the following to be considered in the selection process:

- 1) The site must be unique, look professional, and uniformly represent the City in interaction with residents, businesses and visitors both current and potential.
- 2) Design for each page must be consistent throughout the site. (also see No. 4 in Section IV.)
- 3) The entry point for the site must represent the quality and character of the City.
- 4) Each page must be sized as to allow printing or contain a printer-friendly version.
- 5) The site should be designed to be accessible by viewers with limited computer knowledge and should avoid using technology that may not be compliant with some browsers. In the event such technology is used, the site should provide alternate means for accessing the information.
- 6) The site should be developed to be usable on all device and browser types of varying screen sizes and resolutions, and given a mobile-first design mentality.
- 7) The City would like the site design to be as compliant with Section 508 and Americans with Disabilities Act guidelines as reasonably possible. Respondent should make an effort to comply with guidelines; however the usability of the site and ability for staff to easily update the site and content contained within the website should be considered. Compliance with the standards should not prevent any other requirements from being met.
- 8) The site must be easy to update by City staff.
- 9) The site should allow for different levels of permissions for website editors, and have a queueing approval process by site admins prior to changes being made live.
- 10) The City's Communications & Technology Services Department requires full and unlimited access to the website code.
- 11) Website content management system should allow for City to be able to post and edit an unlimited amount of content at no extra cost to City.

- 12) Website content management system should allow for unlimited number of system users at no extra cost to City.

#### *Technical Requirements*

It is intended that the City's website will be hosted by LOGIS (Local Government Information Systems), which makes available the following web servers:

- 1) Linux Apache Servers, running PHP/JSP
- 2) Windows 2012 IIS servers running ASP

LOGIS also supplies the following database cluster environments to use with its websites:

- 1) MySQL 5.x
- 2) MSSQL 2012

Any website design must comply with all technical requirements, including specifications regarding hardware, software and the protocol for transferring and updating information as defined by the City during negotiations on the final scope of work. The City could, if necessary and reasonable, upgrade some or all requirements to accommodate website design.

#### *Qualifications*

Selection of a proposal for contract will be at the sole judgment of the City. Only those respondents meeting the following conditions, however, will be considered:

- Respondent must demonstrate past success with website development.
- Respondent must have developed at least 25 websites, some of which were developed specifically for municipalities.
- Respondent must provide references for at least three organizations. References must be organizations for which the respondent has developed a website that is currently in use. References of other municipal clients are appreciated.

#### *Fee and Award of Contract*

Proposal should include a total not-to-exceed contract proposal amount. Please be very explicit in listing and describing any services or items not covered in the proposal fee amount. Proposal fee should be broken down to include major fee categories.

Upon selection, final contract amount will be subject to negotiation to determine exact scope of services to be provided and final contract fee amount and a contract outlining all relevant terms shall be executed by both parties. Selection does not guarantee award of the contract. In the event the Contractor and the City fail to agree to a contract, the City will choose from remaining respondents or put out another Request for Proposals.

Ongoing maintenance or licensing fees should be clearly explained.

The City reserves the right, at its sole discretion, to cancel or modify the RFP in part or in its entirety.

The City will not reimburse respondents for any costs incurred in preparation or submission of the proposal. All proposals are made at the sole cost of the Respondent. Proposed fee should not include or consider the costs incurred in preparation of the proposal.

#### *Submission of Proposal*

Proposals should be received at the address below before 4:30 p.m. Thursday, Sept. 1, 2016. Late proposals will not be accepted. Proposals should be hand delivered, mailed or emailed. Respondents are to submit all materials together in a sealed packet and clearly mark on the outside of the package "Website Proposal."

#### **Mailing Address**

City of Edina  
Communications & Technology Services Department  
4801 W. 50th St.  
Edina, MN 55424

#### **Email Address**

jbennerotte@EdinaMN.gov

Hard-copy proposals are to be sent in triplicate (3 copies).

Proposals are to include the following:

- A timeline indicating expected completion time of key steps and of the entire project from execution of contract agreement. Key steps should be briefly described.
- Response to respondent questions.
- References.
- Bid sheet with detailed fee breakdown.

Proposals containing additional information or missing any contents listed in the RFP will be accepted. Please provide explanation as to why submitted proposal deviates from that described in the RFP.

The City reserves the right to request additional information from any respondent after submission of proposal and prior to selection including but not limited to: additional design templates and samples, clarification of submitted materials, additional references, and/or interviews or to allow for corrections of misinformation or omitted information.

The City reserves the right to change proposal submission requirements and to change the due date at any point during the RFP process, upon notification of all firms and individuals who have expressed to the City the intent to submit a proposal (collectively the "Expected Respondents").



It is the goal of the City to design a website that best meets the needs of residents, businesses, visitors, staff and other stakeholders. Improvements or suggestions to any condition in the RFP are welcome and should be explained in the bid. Requirements are somewhat flexible and could be altered given a better idea or method.

By submitting the proposal, the Respondent relinquishes all rights to submitted proposals or the ideas contained therein, and the City reserves the right to retain all submitted proposals and to use any ideas in any proposal submitted, regardless of whether or not the proposal is selected. All material submitted in response to the RFP shall become property of the City and will not be returned.

Prior to the execution of the agreement between the City and the Contractor, the contents of each proposal will remain confidential, to the extent permitted by law, and not made available to anyone except those involved in the selection process.

#### **VI. Additional Features**

Proposals may include any or all of the following additional features. Cost for each feature must be listed separately in the proposal, as the City may choose none, any or all of the features.

1. Web-hosting. List price per month and all relevant information on features, including server, software, hardware, etc.
2. New ecommerce system/functionality, allowing for a "Shopping Cart."
3. Video streaming functionality with indexing. Currently, the City uses the service through a third-party vendor, Granicus.
4. Maintenance agreement, if any.
5. Willingness for custom feature development and estimated hourly cost/rate.
6. Any other anticipated features, third-party applications or plug-ins or services that may be required for the website.

#### **VII. Clarifications**

Any questions about requirements or any other instruction contained within the RFP or relating to the RFP should be directed to Jennifer Bennerotte, Communications & Technology Services Director. Inquiries can be made through phone at 952-833-9520 or email at [jbennerotte@EdinaMN.gov](mailto:jbennerotte@EdinaMN.gov). All requests for clarification about any item contained or relating to the RFP should be made in writing and expressed either through mail or email prior to Aug. 1, 2016.

Any clarifications made in response to questions received will be sent via email to all Expected Respondents providing contact information and requesting the City do so, as appropriate and as judged necessary at the discretion of the City.

Anyone planning to submit a proposal should contact the City contact listed above to convey such intent.

#### **VIII. Selection Process**

Selection of proposals will be at the sole judgment of the City. The City will consider all parts of the proposal collectively, but place an emphasis on template design, prior experience and cost in the selection process.

The City will select the respondent that in the sole judgment of the City best satisfies the requirements in the RFP and the expectations of the City and can do so at the best value to the City. Selection may not be the proposal with the lowest cost. Respondents may not contest for any reason the selection of the City.

Selection does not guarantee a contract. After selection, the Contractor and City will discuss and agree on final scope of work and final contract amount and terms of the Contract. If the Contractor and City fail to reach an agreement, the City is free to select from remaining available respondents, cancel the RFP, or issue an additional Request for Proposals.

#### **IX. Contract and Completed Website**

A form contract is included as part of this RFP in Appendix C. The City will retain the right of approval for any and all work done in designing the website. It is the expectation and desire of the City to transition to the new website on or before May 1, 2017. The contract will be for the design and implementation of the City website and will include no guarantee or intent to contract for future services.

Upon completion of the contract all content, site design, site templates, and any other item or idea used in the completed website or contained therein will become property of the City. Contractor will relinquish all rights to the website and the City will have sole control over website design, content and appearance.

#### **X. Insurance Requirements**

The selected Contractor shall take out and maintain for the duration of this contract Worker's Compensation Insurance, Unemployment Compensation Insurance and Employer's Liability Insurance as required under the laws of the State of Minnesota.

## Appendix A

### Respondent Questions:

- 1) Describe your organization's experience in developing websites. Note any experience with design and development for municipalities. Also comment on the overall history of your organization.
- 2) Describe different services offered by your organization and the approximate share of business devoted to web design.
- 3) Provide a brief bio listing qualifications of each employee who would contribute to developing the website for the City, if selected. Please note experience with similar projects.
- 4) List types of software or practices used for website development and design.
- 5) Clearly define responsibilities of the City during the website design process.
- 6) Describe the expected interaction between your organization and the City throughout the development and transition process.
- 7) Describe the support your organization will provide during design and transition to the new website. Please be specific with respect to type (training, help only, etc.), contact method (phone, email), available hours for support and service level agreements.
- 8) Provide all necessary contact information for your organization.
- 9) Provide any additional information about your organization that you feel is relevant to the decision process.

## Appendix B

References:

Respondent:

### Reference 1

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Web address: \_\_\_\_\_

### Reference 2

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Web address: \_\_\_\_\_

### Reference 3

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Web address: \_\_\_\_\_

## PROFESSIONAL SERVICES AGREEMENT

**AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("City") and \_\_\_\_\_, a \_\_\_\_\_ under the laws of the State of \_\_\_\_\_ (hereinafter referred to as "Consultant").

### **IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:**

**1. SCOPE OF SERVICES.** The City retains Consultant for website redesign, development, and implementation of the website in accordance with the contract documents.

**2. CONTRACT DOCUMENTS.** The following documents shall be referred to as the "Contract Documents," all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

- A. This Professional Services Agreement
- B. Request for Proposal (RFP) for Website Redesign, Development, and Implementation of the Website for the City of Edina Minnesota
- C. [proposal]

In the event of conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts with Contract Document "A" having the first priority and Contract Document "C" having the last priority.

**3. COMPENSATION.** The City shall pay the Consultant and the Consultant shall accept as payment \$\_\_\_\_\_ inclusive of reimbursable, taxes and all other charges (the "fee"). This fee shall not be adjusted if the estimated hour to perform a task, the number of required meetings, or any other estimate or assumption is exceeded. The City shall make payments on the basis of work performed upon receipt of an invoice from the Consultant. Payment shall be made by the City within thirty five (35) days of receipt of an invoice unless the invoice is disputed.

**4. COMPLETION DATE/LIQUIDATED DAMAGES.**

- A. The Consultant's work under this Agreement must be completed on or before May 1, 2017.
- B. Consultant and Owner recognize that time is of the essence of this Agreement and that City will suffer loss if the Work is not completed by May 1, 2017. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Consultant agree that as

liquidated damages for delay (but not as a penalty), Consultant shall pay Owner \$\_\_\_\_\_ for each calendar day after May 1, 2017 until the Work is complete.

**5. OWNERSHIP.** All reports, plans, models, software, diagrams, analyses, and information generated in connection with performance of this Agreement shall be the property of the City. The City may use the information for its purposes. The City shall be the copyright owner of the website design, and other systems and products provided to the City by the Consultant pursuant to this Agreement. The City shall have all common law, statutory and other reserved rights, in addition to the copyright. The City may not, however, sell or re-purpose the codebase without The Consultant's permission.

**6. CHANGE ORDERS.** All change orders, regardless of amount, must be approved in advance and in writing by the City. No payment will be due or made for work done in advance of such approval.

**7. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing services hereunder, Consultant shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.

**8. STANDARD OF CARE.** Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a professional consultant under similar circumstances. No other warranty, expressed or implied, is included in this Agreement. City shall not be responsible for discovering deficiencies in the accuracy of Consultant's services.

**9. INDEMNIFICATION.** Consultant shall indemnify and hold harmless the City, its officers, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, arising out of or by reason of the execution or performance of the services provided for herein and further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder.

**10. INSURANCE.** Consultant shall secure and maintain such insurance as will protect Consultant from claims under the Worker's Compensation Acts, and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for amounts not less than:

Commercial General Liability	\$1,000,000 each occurrence/aggregate
Professional Liability	\$1,000,000 each claim

The City shall be named as an additional insured on the general liability policy. Before commencing work the Consultant shall provide the City a certificate of insurance evidencing the required insurance coverage in a form acceptable to City.

**11. INDEPENDENT CONTRACTOR.** The City hereby retains Consultant as an independent contractor upon the terms and conditions set forth in this Agreement. Consultant is not an employee of the City and is free to contract with other entities as provided herein. Consultant shall be responsible for selecting the means and methods of performing the work. Consultant shall furnish any and all supplies, equipment, and incidentals necessary for Consultant's performance under this Agreement. City and Consultant agree that Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's agents or employees are in any manner agents or employees of the City. Consultant shall be exclusively responsible under this Agreement for Consultant's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

**12. SUBCONTRACTORS.** Consultant shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Consultant shall comply with Minnesota Statute § 471.425. Consultant must pay subcontractor for all undisputed services provided by subcontractor within ten days of Consultant's receipt of payment from City. Consultant must pay interest of 1.5 percent per month or any part of a month to subcontractor on any undisputed amount not paid on time to subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.

**13. CONTROLLING LAW/VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Hennepin County

**14. MINNESOTA GOVERNMENT DATA PRACTICES ACT.** Consultant must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by Consultant pursuant to this Agreement. Consultant is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Consultant receives a request to release data, Consultant must immediately notify City. City will give Consultant instructions concerning the release of the data to the requesting party before the data is released. Consultant agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Consultant's officers', agents', city's, partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

**15. COPYRIGHT.** Consultant shall defend actions or claims charging infringement of any copyright or software license by reason of the use or adoption of any software, designs, drawings or specifications supplied by it, and it shall hold harmless the City from loss or damage resulting therefrom.

**16. PATENTED DEVICES, MATERIALS AND PROCESSES.** If the Contract requires, or the Consultant desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, the Consultant shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the City. If no such agreement is made or filed as noted, the Consultant shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented designed, device,

material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify and defend the City for any costs, liability, expenses and attorney's fees that result from any such infringement.

**17. ASSIGNMENT.** Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.

**18. WAIVER.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

**19. ENTIRE AGREEMENT.** The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

**20. TERMINATION.** This Agreement may be terminated by the City for any reason or for convenience upon written notice to the Consultant. In the event of termination, the City shall pay the Consultant for completed work.

Dated: \_\_\_\_\_, 2016.

**CITY OF EDINA**

BY: \_\_\_\_\_  
James Hovland, Mayor

BY: \_\_\_\_\_  
Scott Neal, City Manager

Dated: \_\_\_\_\_, 2016.

\_\_\_\_\_  
BY: \_\_\_\_\_  
Its: \_\_\_\_\_